

## CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

SP-16 REV. 4 12/11/02

These Contractor Representations and Certifications must be completed and submitted by all contractors and renewed as requested by the Buyer. Exceptions or qualifying comments must include an explanation, and further clarification provided if requested by the Buyer. The person signing the Representations and Certification on behalf of the Contractor certifies that the following statements are current and accurate.

1. Signer is authorized to represent the Contractor in all matters related to pricing, terms and conditions, conduct of business, and buyer-seller relationships between Contractor and the Buyer.
2. Contractor is an independent business concern free to enter into a binding agreement or contract with the Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company or controlling entity. An "independent business concern" is defined in the State of Washington RCW 50.04.140. The Buyer reserves the right to request copies of documents demonstrating compliance with this definition. Examples of applicable documents include: copies of contracts with other customers, business cards, IRS Form 1040 Schedule C, business phone listing, advertising, or copies of state business licenses.
3. Prices have been arrived at independently, without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor. The Contractor has not, and will not, disclose offered prices to any other contractor or competitor prior to award of a resulting contract, or cancellation of a solicitation. The Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this requirement. Contractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.
4. No person or company, other than Contractor's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this Contract.
5. Contractor meets all requirements of Federal and State statutes, ordinances, regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities. Contractor will comply in every respect with the equal employment opportunity laws in performance of any Buyer contract.
6. Contractor has filed all reports required by Federal Executive Order 11246 and the U.S. Department of Labor, or any equal employment opportunity provision in any previous contract or subcontract with a federal government agency or contractor.
7. If Contractor has 10 or more employees and has been awarded any contract or subcontract subject to federal Executive Order 11246 of \$10,000 or more within the last 12 months. Contractor has in place an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
8. Neither Contractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, (b) have, within a 3-year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.

9. Contractor has not, within a 3-year period proceeding this date, had one or more contracts terminated for default by any Federal agency
10. Contractor agrees to comply with the provisions of the Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U. S. Secretary of Labor, for services which will be performed by categories of workers identified in the SCA. Personnel performing work under the Contract will be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.
11. Any facility utilized in the performance of a resulting contract with Buyer has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air or Clean Water Acts.
12. Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford site are not under the influence of controlled substances. Assigned employees are subject to Contractor's substance abuse program with screening by a certified testing laboratory and/or subject to random testing under the Buyer's program.
13. Products offered, are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended. Contractor shall identify that/those product(s) in its offer along with the country of origin, which are of foreign origin, as defined in the Act.
14. Contractor certifies that he/she has not 1) provided, attempted or offered to provide, 2) solicited, accepted or attempted to accept or 3) included, directly or indirectly, the amount of; any kickback as defined by 41 U.S.C. Sections U51-58 with respect to this action.
15. Contractor certifies that, to the best of their knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to this Contract; and bear on whether Contractor has a possible conflict of interest with respect to a) being able to render impartial, technically sound, and objective assistance or advice, or b) being given unfair competitive advantage.

If any actual or potential conflict of interest or unfair competitive advantage does or may exist with respect to this Contract, Contractor shall provide a description of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. The description shall contain enough information to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

*Clause 16 below does not apply when the Buyer has designated the action as a "commercial action" in accordance with FAR Part 12.501*

16. Contractor will file and continue to file for the life of any contract with Buyer, the Toxic Chemical Release Inventory form (Form R) as described in Emergency Planning and Community Right-to-Know Act of 1996 (EPCRA) sections 313(a) and (g), and the Pollution Prevention Act of 1990 (PPA) section 6607 (42 U.S.C. 13106), for any of its facilities which may be used for performance of the contract, unless Contractor and/or its facilities are exempt from these requirements by other provisions of these Acts or otherwise.
17. Contractor agrees to submit and maintain an accurate Vendor Registration Form ([www.hanford.gov/pmm/](http://www.hanford.gov/pmm/)) including Contractor's proper legal name, tax status and business description as defined by the Small Business Administration ([www.sba.gov](http://www.sba.gov)) and in the in federal Small Business Act (P.L. 85-536).
18. Based on the Small Business Administration size standard for the NAICS code identified by the Buyers for this action, Contractor's business size is classified as \_\_\_\_ Large \_\_\_\_ Small

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Contractor subject to prosecution under Section 1001, Title 18, United States Code. The Buyer may withhold an award or terminate a contract based on any negative responses to the certifications above and/or Contractor's failure to adequately describe the conditions of the response.

**Contractor agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract.**

Contractor	Tax ID
Authorized Representative	Title
Signature	Date
Internet Homepage Address	Email address